

EXHIBIT A

Product Name: **HORIZON ADVANTAGE DIRECT
ACCESS PLAN C**

Business Name: **SMALL GROUP HEALTH BENEFITS POLICY
PLAN C**

Company Name: [REDACTED]
Group Number: [REDACTED]

Subscriber Name: [REDACTED]
Subscriber ID Number: [REDACTED]
Effective Date: [REDACTED]
Contract Type: [REDACTED]



Horizon Blue Cross Blue Shield
of New Jersey

Three Penn Plaza East
Newark, NJ 07105-2200
www.horizon-bcbnj.com

Dear Valued Customer:

We are happy you have chosen Horizon Blue Cross Blue Shield of New Jersey as your health insurance carrier.

Your Benefit Certificate contains all of the necessary information you need to best utilize your health coverage. Please take the time to familiarize yourself with your coverage, as well as to read about some of the attractive value-added services you receive as a subscriber with us.

- **Utilize your Flex ID card.** Present your Flex ID card when you visit a participating provider. Your ID Card serves all your needs and contains all relevant information needed to properly administer your care in accordance with your plan.

If you have any questions after you have reviewed your Benefit Certificate, or if you find any discrepancies on your Flex ID card, please call our toll-free number 1-800-355-BLUE. Our Client Service Consultants are available to answer your questions, Monday through Friday 8:00 a.m. – 6:00 p.m. For more information on Horizon Blue Cross Blue Shield of New Jersey, you can visit our website at www.horizon-bcbnj.com.

Thank you again for selecting Horizon Blue Cross Blue Shield of New Jersey. We are committed to providing quality service which meets all your health care needs.

Sincerely,

Al Bowles

Al Bowles
Vice President
Commercial and Major Account Markets

Independent Licensees of the
Blue Cross and Blue Shield Association

#1211 (12/06)

Developmental Disability or Developmentally Disabled means a severe, chronic disability that: is attributable to a mental or physical impairment or a combination of mental and physical impairments; is manifested before the Covered Person attains age 19; is likely to continue indefinitely; results in substantial functional limitations in three or more of the following areas of major life activity: self-care; receptive and expressive language; learning; mobility; self-direction; capacity for independent living; economic self-sufficiency; reflects the Covered Person's need for a combination and sequence of special interdisciplinary or generic services, individualized support, and other forms of assistance that are lifelong or of extended duration and are individually planned and coordinated.

Diagnostic Services means procedures ordered by a recognized Provider because of specific symptoms to diagnose a specific condition or disease. Some examples are: radiology, ultrasound and nuclear medicine; laboratory and pathology; and EKGs, EEGs and other electronic diagnostic tests.

Except as allowed under the Preventive Care Covered Charge, Diagnostic Services are not covered under the Policy if the procedures are ordered as part of a routine or periodic physical examination or screening examination.

Discretion / Determination / Determine means the Horizon BCBSNJ sole right to make a decision or determination. The decision will be applied in a reasonable and non-discriminatory manner.

Durable Medical Equipment is equipment which is: designed and able to withstand repeated use; primarily and customarily used to serve a medical purpose; generally not useful to a Covered Person in the absence of an illness or injury; and suitable for use in the home.

Some examples are walkers, wheelchairs, hospital-type beds, breathing equipment and apnea monitors.

Among other things, Durable Medical Equipment does not include adjustments made to vehicles, air conditioners, air purifiers, humidifiers, dehumidifiers, elevators, ramps, stair glides, Emergency Alert equipment, handrails, heat appliances, improvements made to the home or place of business, waterbeds, whirlpool baths and exercise and massage equipment.

Effective Date means the date on which coverage begins under the Policy for the Policyholder, or the date coverage begins under the Policy for an Employee or Dependent, as the context in which the term is used suggests.

Emergency means a medical condition manifesting itself by acute symptoms of sufficient severity including, but not limited to, severe pain, psychiatric disturbances and/or symptoms of Substance Abuse such that a prudent layperson, who possesses an average knowledge of health and medicine, could expect the absence of immediate medical attention to result in: placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; serious impairment to bodily functions; or serious dysfunction of a bodily organ or part. With respect to a pregnant woman who is having contractions, an emergency exists

where: there is inadequate time to effect a safe transfer to another Hospital before delivery; or the transfer may pose a threat to the health or safety of the woman or unborn child.

Employee means a Full-Time bona fide Employee (25 hours per week) of the Policyholder. Partners, proprietors, and independent contractors will be treated like Employees, if they meet all of the Policy's conditions of eligibility. Employees who work on a temporary or substitute basis or who are participating in an employee welfare arrangement established pursuant to a collective bargaining agreement are not considered to be Employees for the purpose of the Policy.

Employee's Eligibility Date means the later of: the date of employment; or the day after any applicable waiting period ends.

Employer means ABC Company.

Enrollment Date means, with respect to a Covered Person, the Effective Date or, if earlier, the first day of any applicable waiting period.

Experimental or Investigational means Horizon BCBSNJ determines a service or supply is not of proven benefit for the particular diagnosis or treatment of a particular condition; or not generally recognized by the medical community as effective or appropriate for the particular diagnosis or treatment of a particular condition; or provided or performed in special settings for research purposes or under a controlled environment or clinical protocol.

Unless otherwise required by law with respect to drugs which have been prescribed for treatment for which the drug has not been approved by the United States Food and Drug Administration (FDA), Horizon BCBSNJ will not cover any services or supplies, including treatment, procedures, drugs, biological products or medical devices or any hospitalizations in connection with Experimental or Investigational services or supplies.

Horizon BCBSNJ will also not cover any technology or any hospitalization primarily to receive such technology if such technology is obsolete or ineffective and is not used generally by the medical community for the particular diagnosis or treatment of a particular condition.

Governmental approval of technology is not necessarily sufficient to render it of proven benefit or appropriate or effective for a particular diagnosis or treatment of a particular condition, as explained below.

Horizon BCBSNJ will apply the following five criteria in determining whether services or supplies are Experimental or Investigational:

a. Any medical device, drug, or biological product must have received final approval to market by the FDA for the particular diagnosis or condition. Any other approval granted as an interim step in the FDA regulatory process, e.g., an Investigational Device Exemption or an Investigational New Drug Exemption, is not sufficient. Once FDA approval has been granted for a particular diagnosis or condition, use of the medical

Home Health Agency means a Provider which provides Skilled Nursing Care for Ill or Injured people in their home under a home health care program designed to eliminate Hospital stays. Horizon BCBSNJ will recognize it if it is licensed by the state in which it operates, or it is certified to participate in Medicare as a Home Health Agency.

Hospice means a Provider which provides palliative and supportive care for terminally Ill or terminally Injured people under a hospice care program. Horizon BCBSNJ will recognize a hospice if it carries out its stated purpose under all relevant state and local laws, and it is either: approved for its stated purpose by Medicare; or it is accredited for its stated purpose by either the Joint Commission or the National Hospice Organization.

Hospital means a Facility which mainly provides Inpatient care for Ill or Injured people. Horizon BCBSNJ will recognize it if it carries out its stated purpose under all relevant state and local laws, and it is either: accredited as a Hospital by the Joint Commission; or approved as a Hospital by Medicare.

Among other things, a Hospital is not a convalescent home, rest or nursing Facility, or a Facility, or part of it which mainly provides Custodial Care, educational care or rehabilitative care. A Facility for the aged or substance abusers is also not a Hospital.

Illness or Ill means a sickness or disease suffered by a Covered Person or a description of a Covered Person suffering from a sickness or disease.

Initial Dependent means those eligible Dependents an Employee has at the time he or she first becomes eligible for Employee coverage. If at the time the Employee does not have any eligible Dependents, but later acquires them, the first eligible Dependents he or she acquires are his or her Initial Dependents.

Injury or Injured means all damage to a Covered Person's body and all complications arising from that damage, or a description of a Covered Person suffering from such damage.

Inpatient means a Covered Person who is physically confined as a registered bed patient in a Hospital or other recognized health care Facility; or services and supplies provided in such settings.

Joint Commission means the Joint Commission on the Accreditation of Health Care Organizations.

Late Enrollee means an eligible Employee or Dependent who requests enrollment under the Policy more than 30 days after first becoming eligible. However, an eligible Employee or Dependent will not be considered a Late Enrollee under certain circumstances. See the **Employee Coverage** and **Dependent Coverage** sections of the Policy.

Medically Necessary and Appropriate means that a service or supply is provided by a recognized health care Provider, and Horizon BCBSNJ determines at its Discretion, that it is: necessary for the symptoms and diagnosis or treatment of the condition, Illness or Injury; provided for the diagnosis, or the direct care and treatment, of the condition, Illness or Injury; in accordance with generally accepted medical practice; not for the

convenience of a Covered Person; the most appropriate level of medical care the Covered Person needs; and furnished within the framework of generally accepted methods of medical management currently used in the United States.

The fact that an attending Practitioner prescribes, orders, recommends or approves the care, the level of care, or the length of time care is to be received, does not make the services Medically Necessary and Appropriate.

Medical means the health care program for the needy provided by Title XIX of the United States Social Security Act, as amended from time to time.

Medicare means Parts A and B of the health care program for the aged and disabled provided by Title XVIII of the United States Social Security Act, as amended from time to time.

Mental Health Center means a Facility which mainly provides treatment for people with mental health problems. Horizon BCBSNJ will recognize such a place if it carries out its stated purpose under all relevant state and local laws, and it is either: accredited for its stated purpose by the Joint Commission; approved for its stated purpose by Medicare; or accredited or licensed by the state of New Jersey to provide mental health services.

Newly Acquired Dependent means an eligible Dependent an Employee acquires after he or she already has coverage in force for Initial Dependents.

Nicotine Dependence Treatment means "Behavioral Therapy," as defined below, and Prescription Drugs which have been approved by the U.S. Food and Drug administration for the management of nicotine dependence.

For the purpose of this definition, covered "Behavioral Therapy" means motivation and behavior change techniques which have been demonstrated to be effective in promoting nicotine abstinence and long term recovery from nicotine addiction.

Non-Biologically-based Mental Illness means an Illness which manifests symptoms which are primarily mental or nervous for which the primary treatment is psychotherapy or psychotropic medication where the Illness is not biologically-based.

In determining whether or not a particular condition is a Non-Biologically-based Mental Illness, Horizon BCBSNJ may refer to the current edition of the Diagnostic and Statistical Manual of Mental Conditions of the American Psychiatric Association.

Non-Covered Charges are charges which do not meet the Policy's definition of Covered Charges or which exceed any of the benefit limits shown in the Policy, or which are specifically identified as Non-Covered Charges or are otherwise not covered by the Policy.

Nurse means a registered nurse or licensed practical nurse, including a nursing specialist such as a nurse mid-wife or nurse anesthetist, who: is properly licensed or certified to provide medical care under the laws of the state where he or she practices; and provides medical services which are within the scope of his or her license or certificate.

EXCLUSIONS

Payment will not be made for any charges incurred for or in connection with:

Care or treatment by means of **acupuncture** except when used as a substitute for other forms of anesthesia.

Services for **ambulance** for transportation from a Hospital or other health care Facility, unless the Covered Person is being transferred to another Inpatient health care Facility.

Blood or blood plasma which is replaced by or for a Covered Person.

Care and or treatment by a **Christian Science** Practitioner.

Completion of claim forms.

Services or supplies related to **Cosmetic Surgery** except as otherwise stated in the Policy; complications of Cosmetic Surgery; drugs prescribed for cosmetic purposes.

Services related to **custodial** or **domiciliary** care.

Dental care or treatment, including appliances and dental implants, except as otherwise stated in the Policy.

Care or treatment by means of **dose intensive chemotherapy**, except as otherwise stated in the Policy.

Services or supplies, the primary purpose of which is **educational** providing the Covered Person with any of the following: training in the activities of daily living; instruction in scholastic skills such as reading and writing; preparation for an occupation; or treatment for learning disabilities.

Experimental or Investigational treatments, procedures, hospitalizations, drugs, biological products or medical devices, except as otherwise stated in the Policy.

Extraction of teeth, except for bony impacted teeth.

Services or supplies for or in connection with:

- a.) except as otherwise stated in the Policy, exams to determine the need for (or changes of) **eyeglasses** or lenses of any type;
- b.) **eyeglasses** or lenses of any type except initial replacements for loss of the natural lens; or
- c.) eye surgery such as radial keratotomy or lasik surgery, when the primary purpose is to correct myopia (nearsightedness), hyperopia (farsightedness) or astigmatism (blurring).

Services or supplies provided by one of the following members of the Employee's **family**: spouse, child, parent, in- law, brother, sister or grandparent.

Services or supplies furnished in connection with any procedures to enhance **fertility** which involve harvesting, storage and/or manipulation of eggs and sperm. This includes, but is not limited to the following: a) procedures: invitro fertilization; embryo transfer; embryo freezing; and Gamete Intra-fallopian Transfer (GIFT) and Zygote Intra-fallopian Transfer (ZIFT); donor sperm, surrogate motherhood and b) Prescription Drugs not eligible under the Prescription Drugs section of the Policy.

Except as stated in the Newborn Hearing Screening provision, services or supplies related to **hearing aids and hearing exams** to determine the need for hearing aids or the need to adjust them.

Services or supplies related to **herbal medicine**.

Services or supplies related to **hypnotism**.

Services or supplies necessary because the Covered Person engaged, or tried to engage, in an **illegal occupation** or committed or tried to commit an indictable offense in the jurisdiction in which it is committed, or a felony.

Except as stated below, **Illness or Injury**, including a condition which is the result of disease or bodily infirmity, which occurred on the job and which is covered or could have been covered for benefits provided under workers' compensation, employer's liability, occupational disease or similar law.

Exception: This exclusion does not apply to the following persons for whom coverage under workers' compensation is optional unless such persons are actually covered for workers' compensation: a self-employed person or a partner of a limited liability partnership, members of a limited liability company or partners of a partnership who actively perform services on behalf of the self-employed business, the limited liability partnership, limited liability company or the partnership.

Local anesthesia charges billed separately if such charges are included in the fee for the Surgery.

Membership costs for health clubs, weight loss clinics and similar programs.

Services and supplies related to **marriage, career or financial counseling, sex therapy or family therapy, nutritional counseling and related services**, except as otherwise stated in the Policy.

Nicotine Dependence Treatment, except as otherwise stated in the Preventive Care section of the Policy.

Any charge identified as a **Non-Covered Charge** or which are specifically limited or excluded elsewhere in the Policy, or which are not Medically Necessary and Appropriate, except as otherwise stated in the Policy.

STATEMENT OF ERISA RIGHTS

The following Statement may not apply to the Employer's Policy. The Employee must contact his or her Employer to find out if the Employer is subject to these ERISA requirements

As a plan participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review the summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights, if COBRA is applicable to your plan.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting conditions exclusion for 6 months after your enrollment date in your coverage.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate